

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673400

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	08/31/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inside Out Beauty Labs, LLC.		09/09/2021	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Halo Beauty, Inc.		
Street Address:	9850 S. Maryland Parkway Suite 5-246		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89183		
Entity Type:	Corporation: NEVADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5531248	CERAMIDE-RX	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	mchider@gflaw.com		
Correspondent Name:	Gordon Feinblatt LLC c/o Royal W. Crai		
Address Line 1:	1001 Fleet Street, Suite 700		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Royal W. Craig		
SIGNATURE:	/Royal W. Craig/		
DATE SIGNED:	09/09/2021		
Total Attachments: 3			
source=Nunc Pro Tunc Assignment IOBL to Halo Nevada (Ceramide-RX)#page1.tif			
source=Nunc Pro Tunc Assignment IOBL to Halo Nevada (Ceramide-RX)#page2.tif			
source=Nunc Pro Tunc Assignment IOBL to Halo Nevada (Ceramide-RX)#page3.tif			

OP \$40.00 5531248

NUNC PRO TUNC ASSIGNMENT OF TRADEMARK RIGHTS

This *Nunc Pro Tunc* Assignment of Trademark Rights ("Assignment"), effective as of August 31, 2021 (the "Effective Date"), is made by and between Inside Out Beauty Labs, LLC, a California Limited Liability Company at 5855 Green Valley Circle, Suite 210 Culver City, CA 90230 ("Assignor"), and Halo Beauty, Inc., a Nevada corporation at 9850 S. Maryland Parkway, Suite 5-246, Las Vegas, Nevada 89183 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark, and all subsisting registrations and pending applications therefor, in the United States of America (the "Territory"), set forth in Schedule A hereto (the "Trademarks");

WHEREAS, pursuant to a plan of reorganization by which Assignor transferred its assets to Assignee, and seeks to formally assign certain of Assignor's assets, including Assignor's entire right, title and interest in and to the Trademarks in the Territory, the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory.

WHEREAS, Assignee is desirous of acquiring all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory;

WHEREAS, Assignor is desirous of assigning to Assignee all right, title and interest in and to the Trademarks in the Territory, and all goodwill of the business associated with and symbolized by the Trademarks in the Territory; and,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor and Assignee, Assignor and Assignee agree as follows:

1. Nunc Pro Tunc Assignment. Assignor hereby assigns to Assignee, *Nunc Pro Tunc* as of the Effective Date hereof, (a) all of Assignor's right, title and interest in and to the Trademarks in the Territory, and all subsisting registrations and pending applications therefor, as set forth on Schedule A hereof, (b) all goodwill of the business associated with and symbolized by the Trademarks in the Territory, and thus all goodwill of the ongoing and existing business to which the Trademarks in the Territory pertains and with which the Trademarks are used or are intended to be used, (c) all right, title and interest to sue for, settle, or release any past, present and/or future infringement, dilution or other violations of any right, title and/or interest in and to the Trademarks in the Territory, and to recover, collect or otherwise receive all damages, royalties, profits, interests, revenues, incomes, proceeds, payments, or settlements therefor, (d) all right, title and interest to bring any cancellation, opposition, or other proceeding in the United States Patent and Trademark Office, or before any equivalent agency in the Territory, in connection with or otherwise based upon the Trademarks, and (e) all right, title and interest to

collect and receive any and all income, royalties, proceeds and payments arising by virtue of use of the Trademarks in the Territory after the Effective Date hereof. All rights, titles, and interests assigned hereunder are to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this Assignment not been made.

2. Miscellaneous.

a. At the reasonable request of Assignee, Assignor shall execute and deliver from time to time after the date of this Assignment such further documents, assignments, and conveyance instruments, and take such further actions, as may be necessary or desirable to evidence more fully the intent of this Assignment.

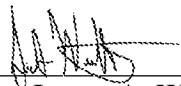
b. This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

c. Assignor represents that it has taken all necessary action to authorize the execution and delivery of this Assignment.

IN WITNESS WHEREOF, the undersigned has caused this *Nunc Pro Tunc* Assignment of Trademark Rights to be executed by a duly authorized officer, as of the below date.

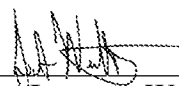
ASSIGNOR:

Inside Out Beauty Labs, LLC

By: 
Name: James A. Westbrook
Title: Member

ASSIGNEE:

Halo Beauty, Inc.
a Nevada corporation

By: 
Name: James A. Westbrook
Title: COO

SCHEDULE A

U.S. Trademark Registration

U.S. Trademark Registration No. 5531248

Registration Date: July 31, 2018

Mark: Ceramide-RX